UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JUSTIN HENRY, individually and on behalf of other persons similarly situated who were employed by WARNER MUSIC GROUP CORP. and ATLANTIC RECORDING CORPORATION,

Plaintiffs,

-against-

WARNER MUSIC GROUP CORP., and ATLANTIC RECORDING CORPORATION,

Defendants.

Case No. 13-CV-5031

ANSWER TO COMPLAINT

Defendants Warner Music Group Corp. and Atlantic Recording Corporation ("Defendants"), by their attorneys, answer the Complaint as follows:

1. Defendants deny the allegations contained in Paragraph 1 of the Complaint, except admit that Plaintiff purports to assert claims under the statutes referenced therein on behalf of himself and certain others alleged to be similarly situated to Plaintiff. Further answering, Defendants deny that class treatment is appropriate.

2. Defendants deny the allegations contained in Paragraph 2 of the Complaint. Further answering, Defendants deny that class treatment is appropriate.

3. Defendants deny the allegations contained in Paragraph 3 of the Complaint. Further answering, Defendants deny that class treatment is appropriate.

4. Defendants deny the allegations contained in Paragraph 4 of the Complaint.

5. Defendants deny the allegations contained in Paragraph 5 of the Complaint. Further answering, Defendants deny that class treatment is appropriate.

6. Defendants deny the allegations contained in Paragraph 6 of the Complaint, except admit that Plaintiff has commenced this action purportedly to recover alleged unpaid

compensation on behalf of himself and certain others alleged to be similarly situated to Plaintiff. Further answering, Defendants deny that class treatment is appropriate.

7. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 7 of the Complaint.

8. Defendants deny the allegations contained in Paragraph 8 of the Complaint.

9. Defendants deny the allegations contained in Paragraph 9 of the Complaint. Further answering, Defendants deny that class treatment is appropriate.

10. Defendants deny the allegations contained in Paragraph 10 of the Complaint, except admit that Warner Music Group Corp. is a Delaware business corporation authorized to do business in New York with an office at 75 Rockefeller Plaza, New York, New York, and that it engages in various businesses, including without limitation, the recorded music business and the music publishing business.

11. Defendants deny the allegations contained in Paragraph 11 of the Complaint, except admit that Atlantic Recording Corporation is a Delaware business corporation authorized to do business in New York with an office at 75 Rockefeller Plaza, New York, New York, and that it engages in the recorded music business.

12. Defendants deny the allegations contained in Paragraph 12 of the Complaint.

13. Defendants reassert their responses to Paragraphs 1-12 of the Complaint as if fully set forth herein.

14. Defendants deny the allegations contained in Paragraph 14 of the Complaint.

15. Defendants deny the allegations contained in Paragraph 15 of the Complaint, except admit that Plaintiff participated in an educational internship program of a subsidiary of Warner Music Group Corp. and that this action purportedly was commenced on behalf of

Plaintiff and certain others alleged to be similarly situated to Plaintiff. Further answering, Defendants deny that class treatment is appropriate.

16. Defendants deny the allegations contained in Paragraph 16 of the Complaint. Further answering, Defendants deny that class treatment is appropriate.

17. Defendants deny the allegations contained in Paragraph 17 of the Complaint, except deny knowledge or information sufficient to respond to the allegation concerning what Plaintiff believes and what is known to him.

18. Defendants deny the allegations contained in Paragraph 18 of the Complaint.

19. Defendants deny the allegations contained in Paragraph 19 of the Complaint.

20. Defendants deny the allegations contained in Paragraph 20 of the Complaint, except deny knowledge or information sufficient to form a belief as to the truth of the allegations in the second sentence concerning the experience of Plaintiff's counsel.

21. Defendants deny the allegations contained in Paragraph 21 of the Complaint, except deny knowledge or information sufficient to form a belief as to the truth of the allegations concerning the individual Plaintiff's and putative class members' financial resources.

22. Defendants deny the allegations contained in Paragraph 22 of the Complaint.

23. Defendants deny the allegations contained in Paragraph 23 of the Complaint.

24. Defendants deny the allegations contained in Paragraph 24 of the Complaint, except admit that Plaintiff participated in an educational internship program of a subsidiary of Warner Music Group Corp. Further answering, Defendants deny that class treatment is appropriate.

25. Defendants deny the allegations contained in Paragraph 25 of the Complaint. Further answering, Defendants deny that class treatment is appropriate.

26. Defendants deny the allegations contained in Paragraph 26 of the Complaint. Further answering, Defendants deny that class treatment is appropriate.

27. Defendants deny the allegations contained in Paragraph 27 of the Complaint. Further answering, Defendants deny that class treatment is appropriate.

28. Defendants deny the allegations contained in Paragraph 28 of the Complaint. Further answering, Defendants deny that class treatment is appropriate.

29. Defendants deny the allegations contained in Paragraph 29 of the Complaint. Further answering, Defendants deny that class treatment is appropriate.

30. Defendants deny the allegations contained in Paragraph 30 of the Complaint. Further answering, Defendants deny that class treatment is appropriate.

31. Defendants deny the allegations contained in Paragraph 31 of the Complaint. Further answering, Defendants deny that class treatment is appropriate.

32. Defendants deny the allegations contained in Paragraph 32 of the Complaint. Further answering, Defendants deny that class treatment is appropriate.

33. Defendants deny the allegations contained in Paragraph 33 of the Complaint, except admit that Plaintiff participated in an educational internship program of a subsidiary of Warner Music Group.

34. Defendants deny the allegations contained in Paragraph 34 of the Complaint.

35. Defendants deny the allegations contained in Paragraph 35 of the Complaint.

36. Defendants deny the allegations contained in Paragraph 36 of the Complaint.

37. Defendants deny the allegations contained in Paragraph 37 of the Complaint.

38. Defendants reassert their responses to Paragraphs 1-37 of the Complaint as if fully set forth herein.

39. Paragraph 39 of the Complaint sets forth a legal conclusion to which no responsive pleading is required.

40. Paragraph 40 sets forth a legal conclusion to which no responsive pleading is required.

41. Paragraph 41 sets forth a legal conclusion to which no responsive pleading is required.

42. Defendants deny the allegations contained in Paragraph 42 of the Complaint.

43. Paragraph 43 sets forth a legal conclusion to which no responsive pleading is required.

44. Paragraph 44 sets forth a legal conclusion to which no responsive pleading is required.

45. Paragraph 45 sets forth a legal conclusion to which no responsive pleading is required.

46. Defendants deny the allegations contained in Paragraph 46 of the Complaint. Further answering, Defendants deny that class treatment is appropriate.

47. Defendants deny the allegations contained in Paragraph 47 of the Complaint. Further answering, Defendants deny that class treatment is appropriate.

48. Defendants deny the allegations contained in Paragraph 48 of the Complaint. Further answering, Defendants deny that class treatment is appropriate.

49. Defendants deny the allegations contained in Paragraph 49 of the Complaint. Further answering, Defendants deny that class treatment is appropriate.

50. Defendants reassert their responses to Paragraphs 1-49 of the Complaint as if fully set forth herein.

51. Paragraph 51 of the Complaint sets forth a legal conclusion to which no responsive pleading is required.

52. Paragraph 52 of the Complaint sets forth a legal conclusion to which no responsive pleading is required.

53. Paragraph 53 of the Complaint sets forth a legal conclusion to which no responsive pleading is required.

54. Paragraph 54 of the Complaint sets forth a legal conclusion to which no responsive pleading is required.

55. Defendants deny the allegations contained in Paragraph 55 of the Complaint. Further answering, Defendants deny that class treatment is appropriate.

56. Defendants deny the allegations contained in Paragraph 56 of the Complaint. Further answering, Defendants deny that class treatment is appropriate.

57. Defendants deny the allegations contained in Paragraph 57 of the Complaint. Further answering, Defendants deny that class treatment is appropriate.

58. Defendants deny the allegations contained in Paragraph 58 of the Complaint. Further answering, Defendants deny that class treatment is appropriate.

59. Defendants deny the allegations contained in Paragraph 59 of the Complaint. Further answering, Defendants deny that class treatment is appropriate.

60. Defendants reassert their responses to Paragraphs 1-59 of the Complaint as if fully set forth herein.

61. Defendants deny the allegations contained in Paragraph 61 of the Complaint. Further answering, Defendants deny that class treatment is appropriate.

62. Paragraph 62 of the Complaint sets forth a legal conclusion to which no responsive pleading is required.

63. Paragraph 63 of the Complaint sets forth a legal conclusion to which no responsive pleading is required.

64. Defendants deny the allegations contained in Paragraph 64 of the Complaint.

65. Paragraph 65 of the Complaint sets forth a legal conclusion to which no responsive pleading is required.

66. Defendants deny the allegations contained in Paragraph 66 of the Complaint, except those which set forth a legal conclusion to which no responsive pleading is required.

67. Defendants deny the allegations contained in Paragraph 67 of the Complaint.

68. Defendants deny the allegations contained in Paragraph 68 of the Complaint. Further answering, Defendants deny that class treatment is appropriate.

69. Defendants deny the allegations contained in Paragraph 69 of the Complaint. Further answering, Defendants deny that class treatment is appropriate.

70. Defendants deny the allegations contained in Paragraph 70 of the Complaint, except those which set forth a legal conclusion to which no responsive pleading is required.

71. Defendants deny the allegations contained in Paragraph 71 of the Complaint. Further answering, Defendants deny that class treatment is appropriate.

72. Defendants deny the allegations contained in Paragraph 72 of the Complaint. Further answering, Defendants deny that class treatment is appropriate.

73. Defendants deny the allegations contained in Paragraph 73 of the Complaint. Further answering, Defendants deny that class treatment is appropriate.

DEFENSES

1. The Complaint and each claim fails to state a claim upon which relief can be granted.

2. Plaintiff and any and all putative class members are not "employees" within the meaning of the NYLL.

3. Plaintiff and any and all putative class members were engaged in a private sector internship and/or training program, and thus were not entitled to compensation pursuant to New York Department of Labor guidance.

4. Plaintiff's claims and the claims of any and all putative class action members are barred in whole or in part by the applicable statute of limitations.

5. Plaintiff cannot satisfy the requirements for a class action under Fed. R. Civ. P. 23 because, among other reasons, Plaintiff is an inappropriate representative.

6. Plaintiff's claims and the claims of the putative class members for liquidated damages are barred because Defendants acted in good faith, nonwillfully, and with reasonable grounds for believing that their conduct, including their classification of their interns as not subject to the NYLL, was lawful.

7. Plaintiffs and any and all class members are not entitled to any relief because, to the extent that they performed work and were not compensated, they worked without Defendants' knowledge or mutual assent.

8. Plaintiff's claims and the claims of any and all putative class members are barred because such claims have been waived, discharged, or abandoned.

9. Plaintiff's claims and the claims of any and all class members are barred, based on the doctrine of unclean hands.

10. Plaintiff's claims and the claims of any and all class members are barred, in whole or in part, because they are estopped by their own conduct to claims and right to damages or other monetary relief from Defendants.

11. Defendants are entitled to a credit for or setoff against amounts paid to Plaintiff and the putative class members in the course of their internships.

12. Plaintiff's claims and the claims of any and all class members are barred, in whole or in part, because some of the activities for which they demand compensation are *de minimis* under the NYLL.

13. Plaintiff and the putative class members are not entitled to equitable relief insofar as they have an adequate remedy at law.

14. Plaintiff's claims and the claims of any and all class members are barred by their ratification and/or consent to the actions allegedly undertaken.

15. Some or all hours Plaintiff and the class members claim to have worked are not "hours worked" within the meaning applicable under the NYLL.

16. Plaintiff's claims and the claims of any and all class members for equitable relief are barred by the doctrine of laches.

17. Defendants assert that they presently have insufficient knowledge or information upon which to form a belief as to whether they may have additional, as yet unstated, affirmative defenses available. Defendants reserve the right to assert additional defenses in the event that discovery reveals that such defenses would be appropriate.

WHEREFORE, Defendants request that all counts be dismissed with prejudice and that they be awarded such other relief as the Court deems fair and just.

Dated: April 7, 2014

Respectfully submitted,

VEDDER PRICE P.C.

By: s/ Laura Sack

Laura Sack
Lyle S. Zuckerman
Michael J. Goettig
1633 Broadway
47th Floor
New York, New York 10019
T: +1 (212) 407-7700